

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 6
	PIIN/SIIN DAAE07-97-C-X146	MOD/AMD P00091	
Name of Offeror or Contractor: AM GENERAL LLC			

SECTION A - SUPPLEMENTAL INFORMATION

Modification P00091

1. The purpose of this bilateral modification is to extend on a limited basis only, the expiration date of Option clause H.3.5 through 29 Oct 04.
2. The contractor agrees that any hours exercised during this time frame will be done using currently obligated funds only. No additional funds will be obligated against the contract to fund any additional option hours. This action is possible because the contractor is experiencing cost underruns and thus additional hours of effort can be accomplished within the current obligated funding total.
3. The new Section H.3.5 is updated and attached herein.
4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 034 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-97-C-X146 MOD/AMD P00091	Page 3 of 6
Name of Offeror or Contractor: AM GENERAL LLC		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SPECIAL PROVISIONS

- H.1 Qualified Contractor Personnel:
- H.1.1 "Contractor Personnel", as intended by this section, includes both those directly employed by the Contractor, plus any contractor personnel who provide direct Level of Effort toward authorized Work Directive.
- H.1.2 Skilled and experienced professional and technical Contractor Personnel are essential for successful accomplishment of the work to be performed under this contract. Toward this end, the Contractor agrees that it shall only utilize personnel who meet or exceed the skill categories delineated below, or personnel with substantially equal ability and qualifications, in the performance of direct level of effort for this contract. The Government may, during contract performance, conduct periodic reviews of the resumes of such Contractor personnel, to ensure compliance.
- H.1.3 Key personnel are designated with an asterisk, in Section H.1.4, below. The Contractor shall:
- H.1.3.1 At the Start of Work meeting or as the need arises, introduce the key personnel for this contract and their expected level of involvement (as a percentage (%) of full-time).
- H.1.3.2 Report turnover in such key personnel positions to the Contracting Officer's Technical representative (COTR) and Procuring Contracting Officer (PCO) (by letter), along with the resume of the proposed replacement, as applicable.
- H.1.3.3 Provide the resume of any "deputy" key personnel, who provide day-to-day oversight for contracted work, or function substantially the same as their principals.
- H.1.4 The following minimum personnel qualifications are applicable to this contract:
- H.1.4.1 *Program Manager or Management, as a minimum, should have a Bachelor's Degree in their recognized engineering, scientific, technical, or other related discipline that is relevant to the task order with a least six (6) years of progressively responsible experience in the management of vehicle engineering programs, preferably in design, fabrication, production, and support of vehicle systems. Without a degree, at least ten (10) years of this same experience is required.
- H.1.4.2 Senior Project Engineers, as a minimum, should have a Bachelor's Degree in their recognized engineering, technical, or other related discipline that is relevant to the task order with at least six (6) years of progressively responsible experience in their discipline of which at least three (3) years has been responsible for complete engineering on vehicle systems projects. Without a degree, the Senior Project Engineers should have at least ten (10) years of progressively responsible, relevant experience on truck systems of which at least three (3) years has been responsible for an overall truck systems project.
- H.1.4.3 Engineers or Scientists, as a minimum, should have a Bachelor's Degree in their recognized engineering, scientific, technical, or related discipline that is relevant to the task order with at least three (3) years of progressively responsible experience in their discipline, preferably with at least three (3) years of experience having been with design, fabrication, or production on truck system. Without a degree, at least six (6) years of progressively responsible, relevant experience in their discipline, preferable with at least three (3) years of experience having been with design, fabrication, or production on truck systems is required.
- H.1.4.4 Shop or Testing Technicians should have an Associate Degree and three (3) years of practical experience in their fields or without an Associate Degree have at least five (5) years of practical experience on truck systems components, and so forth, in their field. This education or training and experience should be relevant to the Statement of Work described herein.
- H.1.4.5 Senior (Design) and Junior Draftsmen and Drawing Checkers should have a minimum of one (1) year of experience performing tasks similar to those to be assigned under this contract. This performance should be on military drawings for hardware and components and familiarity with Department of Defense (DoD) standard (DOD-STD) DOD-STD-100E, DoD specification DOD-D-1000B, Military (MIL) specification MIL-T-31000, and American National Standards Institute (ANSI) standard ANSI Y14.5.
- H.1.4.6 Welders shall be qualified and certified per American Welding Society Code.
- H.1.4.7 Testing engineering should have a Bachelor's of Science in Mechanical Engineering (BSME) and familiarity with truck systems.
- H.1.4.8 *The Quality Assurance manager, as a minimum, should have an Associate Degree or technical courses in a discipline that is relevant to the task order with at least six (6) years of experience in Quality Assurance of which four (4) years are with military programs and military quality assurance specifications. Without a degree or technical courses, at least ten (10) years experience, eight (8) of which were with military programs and military specifications.
- H.1.4.9 *The Drafting Room Manager and Configuration Manager, as a minimum, should have an Associate Degree or technical courses in a discipline that is relevant to the task order with at least six (6) years of experience in Configuration Control of which four (4)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-97-C-X146 MOD/AMD P00091	Page 4 of 6
--------------------	--	-------------

Name of Offeror or Contractor: AM GENERAL LLC

years are with military programs and military Configuration Control Procedures. Without a degree or technical courses, at least ten (10) years experience, eight (8) of which were with military programs and test programs.

H.1.4.10 The Stress Analysis Representative as a minimum should have a Master's Degree in Civil or Mechanical Engineering, and experience with Finite element Analysis and Stress Programs.

H.1.4.11 The Materials Manager or representative as a minimum should have a BS Degree in Mechanical or Material-Science and Three (3) years experience in the field of Material Science.

H.1.4.12 *The Integrated Logistic Support (ILS) Manager should have a Bachelor's Degree and a minimum of six (6) years experience in performing tasks similar to those assigned under this contract. This requires a comprehensive knowledge of logistics management concepts and methods and experience in applying analytical and problem solving techniques. Experience should be directly related to Integrated Logistic Support procedures in analysis and coordination for Military Material Acquisitions. Without a degree, the ILS Manager should have at least ten (10) years of experience.

H.1.4.13 Logistics Analysts should have an associate Degree in a technical field plus two (2) years experience performing analyses and trade offs of the above type requirements for four (4) years of progressively responsible experience with emphasis on logistics analysis.

H.1.4.14 Provisions, Illustrators, and Technical Writers or Editors should have a minimum of three (3) years experience in performing tasks similar to those to be assigned under this contract. This performance should be with military drawings, equipment publications, and Automated Data Processing (ADP) programs on military hardware.

H.1.4.15 A Computer Scientist or Programmer, as a minimum, should have a Bachelors" Degree in computer science and three (3) years of experience with responsibilities for scientific computer programming of engineering systems.

H.1.4.16 An Analyst, Data Analyst, or Programmer, as a minimum should have a Bachelor's Degree plus two (2) years experience with responsibilities for complete system's analysis and computer programming.

H.2 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administrative matters will be addressed to him. No changes in or deviation from the Statement of Work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.3 Options for Additional Level-of-Effort

H.3.1 Option 1: The Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$42.46 per hour and a fixed fee of \$2.16 per hour. The Government may exercise this option at any time on or after contract award, but in any event not later than 730 days (2 years) after contract award. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. Hours exercised to date 80,734.6. Hours remaining available for exercise: 22,765.4.

H.3.1.a Options 1 Continued

Effective with Modification P00026, in response to a cost growth experienced by the contractor, the estimated hourly cost rate in creased to \$52.44 cost and \$2.16 fee for a total of \$54.60. The hourly fixed fee remains unchanged at \$2.16.

H.3.1.b Option 1 Continued

Effective with Modification P00032, in response to a mutual cost adjustment by both parties on AWCf 001 REV: 004 only, the estimated hourly rate is \$45.32 est. cost and \$2.16 fee for a total of \$47.48 composite hourly rate.

H.3.2 Option 2: Between 12 and 24 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$45.41 per hour and a fixed fee of \$2.31 per hour. The Government may exercise this option at anytime on or after contract award, but in any event not later than 365 days after call-up of Option 1. The Government upon exercise of any hours contained in this H.3.2 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. Hours exercised to date: 754. Hours remaining available for exercise: 102,746.

Name of Offeror or Contractor: AM GENERAL LLC

H.3.3 Option 3: Between 24 and 36 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$46.08 per hour and a fixed fee of \$2.34 per hour. The Government upon exercise of any hours contained in this H.3.3 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option at anytime on or after contract award, but in any event not later than 365 days after call-up of Option 2. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. **Hours exercised to date **20,518.5. Hours remaining available for exercise: **82,981.5.

**Revised by Modification P00031

H.3.3.a Option 3 Continued

Effective with Modification P00028, in response to a cost growth experienced by the contractor, the parties have agree to apply an hourly rate of \$54.78 consisting of \$52.44 estimated cost and the prior established fee rate of \$2.34 per hour. This hourly rate will be utilized until definitization of the cost growth at which time a new rate will be negotiated. (The hourly rate for PAA-005 is \$68.20 estimated cost per hour plus a fee rate of \$2.34 per hour).

H.3.4 Option 4: Between 36 and 48 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$62.13 per hour and a fixed fee of \$2.48 per hour. The Government may exercise this option at anytime on or after contract award, but in any event not later than 365 days after call-up of Option 3. The Government upon exercise of any hours contained in this H.3.4 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. **Hours exercised to date is 26,942. Hours remaining available for exercise: 76,558.

H.3.5 Option 5: Between 48 and 85 months (29 Oct 04) after contract award, the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$65.23 per hour and a fixed fee of \$2.59 per hour. The Government upon exercise of any hours contained in this H.3.5 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. Hours exercised to date is 75,717. Hours remaining available for exercise: 27,783. For the period of 30 Sep 04 through 29 Oct 04 the Government may exercise hours using current obligated funds only.

H.4 Failure to exercise any portion of an option does not negate the Government rights to unilaterally exercise any portion of any follow-on option.

H.5 GOVERNMENT FURNISHED EQUIPMENT

H.5.1 The Government will provide the following equipment to the contractor for General Engineering Requirements under this contract.

M932	5 TON TRACTOR	S/N: NLOAHP***	
M923	TRUCK	S/N: C523-04251 (Gov. NLOEPZ)	Acq. Cost: \$64,534.00
M923	TRUCK	S/N C523-07805 (Gov. NLOKAJ)	Acq. Cost: \$64,534.00

***This vehicle is being transported to and from Government test facilities in association with the work being performed on the M939/A1/A2 brake system, Work Directive PAA-004.

Modification P00022 adds GFE for Work Directive AWCf-024. The Government will furnish one Soldier's Portable On-System Repair Tool (SPORT) testing equipment.

**H.5.1.1 Accountability of the following GFE items is transferred from contract DAAE07-97-C-X002 to this contract:

Hard Top Kit (2 each)	NSN 2540-01-096-5023
Light Weight Weapons Station (1 each)	NSN 1005-01-226-3339

H.5.2 Modification P00046 added GFE for Work Directive PAA-010. The Government shall furnish one GFE Transmission Container, part number 12436544.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 6
	PIIN/SIIN DAAE07-97-C-X146	MOD/AMD P00091	
Name of Offeror or Contractor: AM GENERAL LLC			

H.5.4 Accountability transferred to DAAE07-03-C-L114.

H.5.5 Accountability transferred to DAAE07-03-C-L114.

H.5.6 Modification P00075 adds one (1) Gun Mount, Mark 93, NSN: 1005-01-383-2757 in support of Work Directive OMA-006. The acquisition value for this item is \$1,130.25.

H.5.7 Modification P00076 adds one (1) Mount, M197, NSN: 1005-01-413-4098 in support of Work Directive OMA-006. The acquisition value for this item is \$474.00.

H.5.8 Modification P00088 adds one (1) HT740 Transmission, NSN 2520-01-347-7646, Acquisition value: \$24,121.00 and one (1) Diesel, Engine, NSN 2815-01-334-4287, Acquisition Value: \$25,604.00.

H.6 - Rent Free Non Interference Use - The following truck is accountable under Contract DAAE07-03-C-L114 but is available for usage under this contract on a rent free Non-Interference use: M936A2 5-Ton Wrecker, S/N 36/00687.

*** END OF NARRATIVE H 006 ***